

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WES WALTERS,

Plaintiff,

v.

ICICLE SEAFOODS, INC., et al.,

Defendants.

CASE NO. C03-545JLR

ORDER

WES WALTERS,

Plaintiff,

v.

PHOENIX PROCESSOR LIMITED
PARTNERSHIP, et al.,

Defendants.

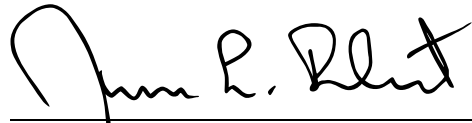
CASE NO. C04-303JLR

This matter comes before the court on Plaintiff's motion to stay enforcement of the default judgment entered against him while on appeal (Dkt. # 160). To obtain a stay of proceedings to enforce a monetary judgment, an appellant must provide a supersedeas bond in the full amount "to secure the appellees from a loss resulting from the stay of execution." Rachel v. Banana Republic, Inc., 831 F.2d 1503, 1505 n. 1 (9th Cir. 1987); Fed. R. Civ. P. 62(d). Plaintiff argues that the court should stay enforcement without

1 requiring a supersedeas bond because of his impecunious status and Defendant Phoenix
2 Processor Limited Partnership's ("Phoenix") admitted "tentative chance of collecting."
3 While the court recognizes that at least one court outside this circuit¹ has suggested that
4 the supersedeas bond requirement may be waived when requiring a party with limited
5 financial means to post a bond would place other creditors at risk, the court finds that
6 situation lacking here where the amount owed by Plaintiff (\$1,974) is a mere fraction of
7 the \$47,000 allegedly owed by him in unpaid child support. Plaintiff's creditors are
8 already insecure, regardless of whether he posts a bond in the judgment amount. Thus,
9 the court DENIES Plaintiff's motion to stay without a supersedeas bond.
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11 Dated this 7th day of June, 2005.

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JAMES L. ROBART
United States District Judge

27 ¹Plaintiff relies on Dillon v. City of Chicago, 866 F.2d 902, 904-05 (7th Cir. 1988) (listing
28 five factors for court to consider in determining whether to wave bond requirement).